

**Participating Addendum
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
State of South Dakota
And
Public Knowledge, LLC**

This Participating Addendum is entered into by The State of South Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number **DPC-1428523190-SA-11-PASS**, executed by Contractor and the State of North Carolina ("Lead State") for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services ("Master Agreement"):

Public Knowledge, LLC ("Contractor")
222 E. 18th Street, Unit C
Cheyenne, WY 82001

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Stacey Moss
Chief Executive Officer
procurement@pubknow.com

Participating Entity's contact for this Participating Addendum is:

Lisa Hubbard
Assistant Director/Procurement Management
Lisa.Hubbard@state.sd.us

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **July 15, 2026**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by South Dakota state agencies, institutions of higher education, cities, counties, school districts, townships, special districts, authorities, other political subdivisions, and authorized nonprofit organizations, subject to their own procurement authority and applicable law.

For state agencies and state universities, this Participating Addendum establishes a general administrative framework for professional services and may be used only for engagements not exceeding fifty thousand dollars (\$50,000), unless the agency has completed another procurement process or documented an exemption authorized by South Dakota law. Each engagement must be authorized through a separate, mutually agreed service order or statement of work identifying the scope, deliverables, performance period, pricing, and other applicable requirements.

Any state agency information technology project must include applicable State and Bureau of Information and Technology (BIT) terms in the service order, subject to BIT review and approval and mutual agreement with Contractor before work begins.

The \$50,000 professional services restriction applies only to state agencies and state universities. Local governments, political subdivisions, and authorized nonprofit organizations may use this Participating Addendum under their own procurement authority, and each resulting order is an independent agreement between that entity and Contractor.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

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- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded and as described in the Master Agreement.**
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place Orders under this Participating Addendum by referencing the Master Agreement and Participating Addendum numbers. Each Order is subject to the applicable pricing, terms, discounts, reporting requirements, and administrative fees.

For South Dakota state agencies and institutions of higher education, each professional-services engagement must be authorized by a mutually agreed service order, statement of work, or similar written agreement before work begins.

Other eligible entities may place Orders in accordance with their own procurement authority, policies, and applicable law.

- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. INFORMATION TECHNOLOGY STANDARDS.** Any service order issued by a South Dakota state agency that involves information technology, software, hosted or cloud services, telecommunications, access to State systems, or State data shall comply with applicable requirements established by the State of South Dakota and the Bureau of Information and Technology (BIT).

The ordering agency shall obtain any required BIT review and approval before executing the service order. Any required information technology, cybersecurity, privacy, accessibility, data management, hosting, or related terms shall be incorporated into the service order or an attachment and mutually agreed upon by the Contractor and ordering agency before work begins.

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For that service order, the approved technology terms shall supplement the Master Agreement and this Participating Addendum and shall control to the extent of any expressly identified conflict.

Cities, counties, school districts, townships, special districts, authorities, other political subdivisions, and authorized nonprofit organizations may apply their own information technology policies, standards, and approval requirements to orders issued under this Participating Addendum.

IX. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: State of South Dakota Modifications and Additions to Master Agreement Terms and Conditions.

X. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Stacey Moss
Chief Executive Officer
smoss@pubknow.com

307-223-1461 For Participating Entity:

Lisa Hubbard
Assistant Director/Procurement Management
Lisa.Hubbard@state.sd.us
605-773-3405

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Stacey Moss
Signature

Stacey Moss

Printed Name

CEO

Title

7/15/2026 MDT

Date

PARTICIPATING ENTITY:

Steven Berg
Signature

Steven Berg
Printed Name

Procurement Director
Title

07/15/2026

Date

ATTACHMENT A

MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT TERMS AND CONDITIONS

The following terms supplement the NASPO ValuePoint Master Agreement and apply to this Participating Addendum and all Orders issued by South Dakota state agencies and institutions of higher education. Terms expressly limited to the State of South Dakota or a State agency do not automatically apply to cities, counties, school districts, townships, special districts, authorities, other political subdivisions, or authorized nonprofit organizations. These provisions are based on the State's general terms intended to preserve the State's required protections while avoiding unnecessary duplication of the Master Agreement.

1. **South Dakota-Specific Terms.** For Orders issued by South Dakota state agencies or institutions of higher education, this Participating Addendum, including this Attachment A, supplements the Master Agreement and controls to the extent of a conflict.

An Order may contain mutually agreed project-specific terms. Any Order term intended to modify a conflicting provision of the Master Agreement or this Participating Addendum must expressly identify the provision being modified and applies only to that Order.

Nothing in this Attachment modifies the rights or obligations of the Lead State, NASPO ValuePoint, or any other Participating Entity or Purchasing Entity.

2. **Controlling Law and Venue.** This Participating Addendum and each Order issued by a South Dakota state agency or institution of higher education shall be governed by the laws of the State of South Dakota, without regard to conflict-of-law principles that would require application of another jurisdiction's law.

Venue for any lawsuit pertaining to or affecting this Participating Addendum or such Order shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

3. **Funding.** Each Order depends upon the continued availability of appropriated funds and expenditure authority.

If the South Dakota Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funding reductions, the ordering agency may terminate the Order upon five business days' written notice.

Such termination is not a default by the State, does not give rise to a claim against the State or any State agency, officer, agent, or employee, and Contractor waives any claim arising from the termination.

4. **Indemnification.** Neither the State of South Dakota nor any State agency, institution, officer, agent, or employee shall indemnify or hold harmless Contractor beyond the amounts authorized for tort claims against the State under South Dakota law. The State shall not assume liability to any third party by contract.

Nothing in the Master Agreement, this Participating Addendum, or an Order constitutes or shall be interpreted as a waiver of sovereign immunity, governmental immunity, Eleventh Amendment immunity, or any other defense or immunity available to the State or its agencies, institutions, officers, agents, or employees.

Contractor shall indemnify the State of South Dakota and its agencies, institutions, officers, agents, and employees from and against all claims, actions, suits, damages, liabilities, losses, proceedings, or equitable relief arising at least in part from an act or omission in Contractor's performance under this Participating Addendum or an Order.

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Contractor shall defend such claims and pay reasonable attorney fees and defense costs. Counsel and other professionals retained by Contractor are subject to the State's written approval, which shall not be unreasonably withheld. The State may, at Contractor's expense, retain counsel or other professionals to defend the State or assist in the defense.

Contractor is not responsible for claims arising solely from the errors or omissions of the State or its agencies, institutions, officers, agents, or employees.

Contractor's intellectual-property indemnification obligations under Master Agreement Section XII.B remain in full force and effect.

5. **Insurance.** Nothing in the Master Agreement, this Participating Addendum, or an Order requires the State to purchase insurance or provide self-insurance beyond that provided by South Dakota law. During performance of an Order, Contractor shall maintain:

A. Commercial General Liability: Occurrence-based coverage of at least \$1,000,000 per occurrence. Any aggregate shall apply separately to the Order or be at least twice the occurrence limit. The State and its officers and employees shall be additional insureds, subject to sovereign immunity.

B. Professional Liability: At least \$1,000,000.

C. Business Automobile Liability: At least \$1,000,000 per accident, including owned, hired, and non-owned vehicles.

D. Workers' Compensation and Employers' Liability: As required by South Dakota or federal law.

Before work begins, Contractor shall provide certificates evidencing required coverage upon the state's request. Contractor shall promptly notify the ordering agency of any substantial change, cancellation, or nonrenewal and shall provide updated certificates. Contractor shall provide policy copies upon request.

These requirements supplement Master Agreement Section XIII.

6. **Payment.** Payment shall be made following satisfactory performance and acceptance in accordance with the applicable Order. Each Order shall state pricing, invoicing requirements, and a total not-to-exceed amount.

Unless expressly authorized in the Order, travel and other expenses shall be included in the agreed pricing and may not be invoiced separately.

Payment shall comply with SDCL chapter 5-26. Contractor may not assess interest, attorney fees, collection costs, penalties, or late charges except as authorized by South Dakota law.

Any overpayment shall be returned within thirty days after written notice.

7. **Arbitration and State Financial Obligations** The State does not agree to:

1. Binding arbitration;
2. Payment of penalties, liquidated damages, or damages triggered solely by a contingency;
3. Payment of attorney fees except as authorized by South Dakota law; or
4. Interest or late charges beyond those authorized by SDCL chapter 5-26.

This section does not limit Contractor's indemnification obligations or the State's remedies against Contractor.

8. **Termination of Orders.** Either party may terminate an Order upon sixty days written notice unless the Order states otherwise.

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If Contractor breaches the Master Agreement, this Participating Addendum, or an Order, the ordering agency may terminate the Order with or without notice.

Amounts otherwise due may be adjusted to cover additional State costs resulting from the breach. The State may take over the work and contract with another party to complete it.

If Contractor is later determined not to have been at fault, Contractor shall be paid for eligible services rendered and authorized expenses incurred through the termination date.

9. **Assignment and Amendment.** Contractor may not assign an Order or its rights or obligations under an Order without the ordering agency's prior written consent.

An Order may be amended only by a written amendment signed by authorized representatives of Contractor and the ordering agency.

10. **Compliance.** Contractor shall comply with all applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and standards and is responsible for obtaining current information concerning them.

Nothing in the contractual documents waives any State jurisdictional defense or acknowledges tribal jurisdiction over the agreement or the parties.

Orders involving federal funds shall include applicable federal requirements and certifications.

11. **Incident Reporting.** Contractor shall immediately report to the ordering agency any event discovered during performance that results in injury to a person or property or may subject Contractor or the State to liability.

This obligation does not require disclosure of privileged or legally protected information and does not replace any separate legal reporting obligation.

12. **Subcontracting.** Contractor may not use a subcontractor under an Order without the ordering agency's prior written consent.

Each subcontract shall require compliance with applicable provisions of the Master Agreement, this Participating Addendum, the Order, and applicable law, including indemnification and insurance requirements.

Contractor remains fully responsible for its subcontractors. The ordering agency may require subcontractor vetting, and Contractor shall assist with that process.

13. Certifications.

A. Compliance with SDCL Chapter 5-18A

Contractor certifies that it is not an entity, including any subsidiary, parent, or affiliate, ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, Republic of Cuba, Islamic Republic of Iran, Democratic People's Republic of Korea, Russian Federation, or Bolivarian Republic of Venezuela. A false certification is grounds for termination and may constitute cause for suspension or debarment under SDCL 5-18D-12.

B. Debarment, Suspension, and Ineligibility

Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible by any federal, state, or local governmental entity.

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Contractor shall immediately notify the Participating Entity and affected ordering agency if that status changes.

14. **Third-Party Beneficiaries.** Except for rights expressly granted under the Master Agreement, the contractual documents are intended only for the parties identified in them and do not create enforceable rights in any third party.

15. **Public Records and Disclosure.** Contractor acknowledges that the State and its agencies are public entities subject to open records and open meetings laws.

Disclosure or publication reasonably required by applicable law, including posting under SDCL 1-27-46, is not a breach.

The Master Agreement, this Participating Addendum, Orders, and prices, fees, and rates paid by the State are not confidential.

16. **Severability.** If any provision of this Participating Addendum, this Attachment, or an Order is held invalid or unenforceable, the remaining provisions remain in effect.

17. **Authority to Execute.** Contractor represents and warrants that:

1. It is duly organized, validly existing, and authorized to enter into and perform its obligations;
2. Execution and performance have been properly authorized;
3. It is authorized and in good standing to conduct business where required; and
4. It possesses and will maintain all licenses, certifications, permits, and approvals necessary to perform the services.

18. **Work Products.** Unless an Order states otherwise, all reports, plans, specifications, analyses, data compilations, documentation, procedures, files, and other deliverables created specifically for and paid for by a South Dakota state agency are the property of the ordering agency.

Contractor retains ownership of pre-existing methodologies, templates, tools, software, processes, know-how, and intellectual property developed independently of the Order.

For pre-existing intellectual property incorporated into a deliverable, Contractor grants the ordering agency a perpetual, irrevocable, nonexclusive, transferable, royalty-free license to use, reproduce, modify, distribute, display, perform, and create derivative works as reasonably necessary to use and maintain the deliverable.

An Order may establish different or additional intellectual-property terms by mutual written agreement.

19. **Diligence and Skill.** Contractor and its employees and subcontractors shall perform services with the skill and care customarily accepted for the type of services required.

Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables.

Contractor shall promptly correct material errors or omissions and reperform nonconforming services at no additional cost, unless the deficiency resulted solely from the State's acts or omissions.

The State's review, approval, acceptance, or payment does not relieve Contractor of responsibility for the quality and adequacy of its work or waive any State right or remedy.